State of Alabama
Shelby County

This Agreement made and entered into on this the 5th day of February, 1922 by and between John Sprull part of the first part and Andy Smith and M. J. Johnny Jr. his, ~~and~~ associates or assigns, parties of the second part.

Witnesseth, That the parties of the first part for and in consideration of the sum of one dollar in hand paid by the receipt of which is hereby acknowledged, and other considerations and agreements hereinafter expressed, does hereby rent and lease unto the parties of the second part the exclusive right for a period of twenty years to mine upon and mine Barytes from under and upon the following described land, to wit:

All land owned by the party of the first part in Shelby County. 100 a W½ of NE¼ of E½ of NE¼ of NW¼ — 17 — 19 — 3E.

And the parties of the first part do also convey

and lease and give unto the party of the second part the right to the use of any and all timber and water upon the same, necessary for the developement, working and mining of said Barytes and the preparation of same for market, and the removal of same; and also the right of way or the right to build roads, tram roads, railroads and electric transmission lines of any description over the same necessary for the convenient transportation to and from said lands of all materials and implements that may be necessary in mining and removal of said Barytes or in the preparation of same for market, also the right to build houses and buildings thereon for employees and machinery, also the right to mine by open cut, quarry, or stripping of the surface open any Barytes and the use of any surface necessary for the storing and housing of any Barytes from said lands, also the right to dump debris or refuse from ~~said~~ mine on any part of the property described above, also the right for the transportation of any Barytes mined from adjacent property across or through said property described above.

It is agreed in consideration of said grant and lease that the said party of the second part shall pay and hereby does agree to pay unto the party of the first part the sum of 25 cents per ton as Royalty on each and every ton of 2240 pounds of Barytes mined and shipped. Railroad ~~[illegible]~~ weights as furnished by the Railroad Company are to govern in arriving at a settlement of payments due under this lease.

The Royalties when due may be deposited to the credit of the party of the first part by the party of the second part in any bank in said Shelby County and Alabama State.

Payment of Royalties is to be made on the fifteenth of each month for all minerals shipped from said lands during the previous month.

The party of the second part agrees to pay the party of the first part a minimum Royalty of ten dollars per annum for each and every year in which no work is done

during the life of this Conveyance unless the same is Cancelled as provided for in the succeeding paragraph.

It is hereby expressly agreed and understood between the parties hereto that the party of the second part shall have the right on sixty days written notice to surrender this lease for Cancellation and thereby be relieved of all obligations to the party of the first part, and such written notice shall be, and be accepted as, full and legal surrender of this grant and the party of the first part further agrees that the party of the second part shall have the right upon such Cancellation or at the end of the period of this lease to remove all machinery, equipment, and any other material placed on said land by said party of the second part.

In Witness Whereof the said parties have hereunto set their hands and seals the day and year first above written.

Witness: J. S. Sprull (Seal)
W. C. Austin Andy Smith (Seal)
R. F. Lackey M. F. Dehney Jr. (Seal)

State of Alabama
Jefferson County

For and in Consideration of the sum of ten dollars and other valuable Considerations the receipt ~~thereof~~ of which is hereby acknowledged we the undersigned do by these presents grant, bargain, sell, transfer, convey and set over the within described agreement and lease to the said J. K. Pice.

Witness our hands and seals this the 21st day of August. 1922.

Witness B. A. Pice, M. F. Dehney Jr.
Rush Chadwick Andy Smith
G. A. Gove

State of Alabama
Jefferson County } For and in Consideration of the sum of Three hundred dollars, the receipt of which is hereby acknowledged, we the undersigned, do by these presents, grant, bargain, sell, transfer, convey and set over the within described agreement and lease to the said Alabama Barytes Company.

Witness our hands and seals ~~this~~ the 21 day of August. 1922.

State of Alabama
Shelby County

I G. Worcom, Judge of Probate, hereby certify that the within Lease was filed in this office for record 31 day of Aug. 1922 at 10 o'clock A.M. and recorded in Land record 12 pages 218-221 and examined

G. Worcom
Judge of Probate